

## Maps Credit Union VISA Credit Card Agreement

This Agreement covers the Visa Credit Card (Platinum Points & Platinum) issued by Maps Credit Union (“Lender”). In this Credit Card Agreement and Disclosure the words “you,” “your,” “yours,” “applicant,” and “Borrowers” mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words “we,” “us,” “our,” and “Lender” mean the Maps Credit Union. The word “Card” means any one or more credit cards issued under this Account. If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

**1. You Promise To Pay.** You promise to pay us all amounts, plus any **FINANCE CHARGES**, Overlimit Charges, Late Charges, Card Fees or Annual Fees, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You may pay us either by direct payment, by automatic transfers from shares, by payroll deduction or by direct mail.

**2. Purchases, Cash Advances and Balance Transfers.** You must sign the Card to use it. Once you have signed the Card, you can use it to Purchase or lease goods, services, or insurance wherever the Card is honored, up to the full amount of your Credit Line. You may use your Account to get Cash advances from us. Corporate cards are not eligible for cash advances. You may also use your Card to get a cash advance from participating financial institutions and to access your line of credit at automatic teller machines operated as part of the VISA, Plus, or Interlink Networks. Transactions performed at ATMs are considered Cash Advances and will post as such. Cash Advance Fees will apply. The operator of the ATM may add a surcharge to the amount of the Cash Advance you request. If so, the surcharge will be part of the Cash Advance charged to your Account. You may use your Card to Transfer Balances from other accounts to your Card Account with us. Balance Transfers are deemed to be Purchases and not Cash Advances. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

If we approve, you may obtain advances under your Account by writing preprinted VISA convenience loan checks that we supply to you. Your use of loan checks will be shown as cash advances on your monthly statement. We may not honor your loan check if: your check is post-dated; payment of the check would exceed your Credit Limit; a check is signed by person without authorized access; the amount of the check is less than the minimum required amount; your Account has been terminated or suspended, or any drafts have been reported lost or stolen. You may stop payment on a loan check if you provide us with the exact information describing the check. If you give us incorrect information, we will not be responsible for failing to stop payment. You understand there may be a charge for each stop payment order requested. Our liability for a wrongful dishonor is limited to your actual charges, however, a dishonor for the reasons stated above is not a wrongful dishonor. Only the person whose name is printed on a convenience check may sign it. All convenience checks must be written in U.S. dollars. We will not certify a convenience check. You may write these checks for any amount providing your total outstanding balance does not exceed your available credit limit and your credit card remains in good standing. We are entitled to return it unpaid if there is not enough available credit on your account to pay it, if you are in default under this Agreement, if your card or convenience checks have been reported lost or stolen, or if the convenience check is post-dated. A VISA convenience check may not be used to make a payment on your Account. We will have no liability for any convenience check returned in excess of your credit line.

**3. Credit Line.** If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. Unless you have agreed to over-limit services, you agree not to attempt to obtain more credit than the amount of your Credit Line. However, if you have elected overlimit services and you temporarily exceed your Credit Line, you agree to repay the excess immediately and any overlimit fees. Obtaining such credit does not increase your Credit Line. We retain the right to increase or decrease your Credit Line at any time for any reason. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable MINIMUM MONTHLY PAYMENTS. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

**4. Minimum Monthly Payment.** We will mail you a statement every month if you have had activity on your account or have a balance owing. You agree that you will pay each month not less than the Minimum Monthly Payment on or before the scheduled monthly due date. The minimum monthly payment will be 3.0% of your outstanding balance rounded to the nearest dollar (“New Balance”) or \$25.00, whichever is greater. If your outstanding balance is \$25.00 or less, you agree to pay the balance in full. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, or money orders marked “payment in full” without prejudice to our rights under this Agreement, which are hereby explicitly reserved. A credit posting from a merchant or reversal of fees do not constitute a minimum payment. The Minimum Monthly Payment may be allocated at the Credit Union’s discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as cash advances or purchases. Payments in excess of the minimum payment will be allocated first to higher rate balances, as applicable. From time to time, we may allow you to skip your minimum monthly payment due. If you choose to skip that payment, **FINANCE CHARGES** will continue to accrue in accordance with this Agreement. All payments should be mailed to us at the remittance address shown on your monthly statements. Payments received at that address will be credited to your Account as of the date received. Payments received at: Maps Credit Union, P.O. Box 31021, Tampa FL 33631-3021 at or before 5:00 PM Eastern Standard Time on any business day will be credited to your Account as of that date; payments received by mail at that address after 5:00 PM Eastern Standard Time, on a weekend or federal holiday will be posted to your Account as of the next business day. Payment crediting to your Account may be delayed up to five days if your payment is received by mail at any other address or not accompanied by the remittance portion of your Account statement.

**5. Security Interest.** To secure your Account, you grant us a purchase money security interest under the Oregon Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods which have not been paid for through application of your payments in the manner described in Section 4. Collateral securing other loans with the Credit Union (except loans secured by real property) also secures this Account.

**6. Periodic Statements.** Each month, if you have had activity on your account or have a balance owing, we will send you a statement showing purchases, cash advances, balance transfers, payments, and credits made to your Account during the billing cycle, your “New Balance,” any **FINANCE CHARGE**, and any late charge or other charges. Your statement also will identify the Minimum Monthly Payment you must make for that billing period and the date it is due. You agree to retain for statement verification, copies of transaction slips resulting from each purchase, each advance, and any other transaction on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

**7. Circumstances Under Which A Finance Charge Will Be Imposed.** The total outstanding balance of purchases, cash advances and balance transfers in the Account on the closing date of a billing cycle, including any **FINANCE CHARGE** will be shown on the Periodic Statement for that billing cycle as the “New Balance.”

- a. Cash Advances.** A **FINANCE CHARGE** will be imposed on cash advances from the date each cash advance is posted to your Account. There is no time period within which to pay to avoid a periodic **FINANCE CHARGE** on cash advances. In addition, if you use your card to obtain a Cash Advance, we will assess a transaction fee equal to 3% of the U.S. Dollar amount of the Cash Advance, subject to a minimum fee of \$5.00.
- b. Purchases.** A **FINANCE CHARGE** will be imposed on the portion of purchases included in the New Balance that remains unpaid 25 days after the closing date. This “grace period” allows you to avoid a **FINANCE CHARGE** on purchases for a billing cycle. If you do not pay within the grace period, your **FINANCE CHARGE** will accrue from the date the purchase is posted to your Account.
- c. Balance Transfers.** A **FINANCE CHARGE** will be imposed on the portion of Balance Transfers included in the New Balance that remains unpaid 25 days after the closing date. This “grace period” allows you to avoid a **FINANCE CHARGE** on a Balance Transfer for a billing cycle. If you do not pay within the grace period, your **FINANCE CHARGE** will accrue from the date the Balance Transfer is posted to your Account.

**8. Method Used To Determine The Balance On Which The Finance Charge May Be Computed And Amount Of Finance Charge.** The Credit Union figures the **FINANCE CHARGES** for a billing cycle are computed by applying the Periodic Rate to the “average daily balance” of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**9. Periodic Rate And Corresponding Annual Percentage Rate.** The Daily Periodic Rates and **ANNUAL PERCENTAGE RATES** that will apply to your Account may vary and will be based on your credit qualifications. The Daily Periodic Rate and Annual Percentage Rate that will apply to your Account will be disclosed on the notice that accompanies (and is a part of) this Agreement.

**10. Conditions under which Other Charges May Be Imposed.** We may impose the following fees and charges on your Account:

- a. Annual Fee.** There is no annual fee.
- b. Attorney’s Fees and Costs.** If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fees and costs may be added to your Account balance and will bear interest at the **ANNUAL PERCENTAGE RATE** in effect at that time.
- c. Returned Check/Returned ACH Charge.** Up to \$15.00 charge will be assessed against your Account when a check or ACH submitted for payment on the Account is returned, regardless of the reason.
- d. Research and Copying Fees.** We may charge you \$15.00 for each draft copy and \$18.00 per hour of research required if you request copies of any items or documents related to your Account. If the request relates to a billing error and we determine that a billing error was made, any photocopying charges will be refunded. Statement copies will be \$1.50 per page, with an additional fee of \$1.50 to fax information.
- e. Replacement Card Fee.** A \$5.00 charge will be assessed against your Account for each replacement Card you request.
- f. Late Charges.** A late fee of up to \$35.00 will be imposed whenever the minimum monthly payment is not received on or before the due date. Late fees will be posted on the statement, on the due date.
- g. Pay by Phone.** If you choose to utilize our Pay by Phone service, you will be assessed a \$10.00 fee. The fee will not be assessed if payment is made using an automated voice response system.

**11. Payment Skips.** From time to time, solely at our option, we may allow you to skip one or more monthly payments. We will notify you when this option is available. If you skip a payment, Finance Charges (and credit protection fees, if any) will continue to accrue on your Account balance in accordance with this Agreement. The requirement that you make the Minimum Payment due each month will resume following the payment skip.

**12. Conditions of Card Use.** The use of your Card and Account are subject to the following conditions:

- a. Ownership of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.
- b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. Notices.** All notices will be sent to your address as shown on the statement. You agree to advise us promptly if you change your mailing address.
- d. Personal Identification Number.** We will issue you a Personal Identification Number (“PIN”) for use with your Card in accessing your line of credit at automatic teller machines (“ATMs”). These numbers are issued to you for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

**13. Default.** You will be in default under this Agreement if any of the following occur: (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) if we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable,

and you agree to pay that amount plus any attorney’s fees and costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs. In the event your Account carried any life/disability coverage, that coverage may be cancelled once the account reaches a 30 day delinquency status.

**14. Governing Law.** This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Oregon.

**15. Severability.** If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

**16. Loss, Theft or Unauthorized Use of Card.** You agree to notify us immediately of the loss, theft or unauthorized use of your Credit Card. Telephoning is the best way of minimizing possible losses. If you notify us of your lost or stolen Credit Card, you will not be liable for any losses. This liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your credit card otherwise your liability for unauthorized VISA Credit Card transactions will not exceed \$50.00.

**17. Credit Information/Financial Statements.** You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your Credit Line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or a new credit application upon request. We may investigate your credit directly or through a credit reporting agency. You are hereby notified that information about your Account that may have a negative impact on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**18. Acknowledgments and Amendments.** You understand and agree to the terms and conditions in this Agreement, and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement and the Fair Credit Billing Notice. We reserve the right to amend the terms of this Agreement at anytime as permitted by and subject to any limitations and notice requirements of applicable law.

**19. Currency Conversion/Foreign Transaction Fees.** Purchases and Cash Advances made in foreign countries will be billed to you in U.S. Dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign transaction fee of 1% if the transaction amount for any card transaction made in a foreign country. Effective April 4,2008, VISA Implemented an International Service Assessment of .8 percent for single-currency international transactions. Visa will continue to apply the existing ISA fee of 1% of multi-currency international transactions.

**20. Your Billing Rights:** Keep This Document For Future Use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at: Maps Credit Union, Attn: Customer Service, PO Box 31535 Tampa, FL 33631-3535

You may also contact us on the Web: [maps@mapscu.com](mailto:maps@mapscu.com)

**In your letter, give us the following information:**

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

**You must contact us:**

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter. When we receive your letter, we must do two things: 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error. 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.
- After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. ( NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing [or electronically] at: Maps Credit Union, Attn: Customer Service, PO Box 31535 Tampa, FL 33631-3535

[\[maps@mapscu.com\]](mailto:maps@mapscu.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**21. Special Rule for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**22. Transactions with Merchants**

- a. Return Policy. If a merchant discloses a policy such as “no returns”, “no refunds”, “no return or credit without receipt”, “as is”, “store credit only”, or “all sales final”, you will be bound by that policy when you use your Card to buy goods or services from that merchant.
- b. Reservations. When using your Card to make travel or lodging reservations, obtain the merchant’s cancellation policy and follow it if you cancel. If you cancel, obtain the merchant’s cancellation number that they are required to give you. The merchants may charge you for a cancelled transaction unless you can provide us with the merchant’s cancellation number.
- c. Recurring Transactions If you authorize a merchant to charge your Account for repeat transactions with your Card, you must notify the merchant when you want to discontinue the repeat transactions of if your Account is closed or a new Account number is issued by us.

Farleigh Wada Witt Revisions 10/23/12

## Pricing Information Addendum

INTEREST RATES AND INTEREST CHARGES				
Annual Percentage Rate (APR) for Purchases & Balance Transfers		<b>5.9%</b> Visa Platinum Intro APR for the first 12 billing cycles that your account is open. The intro rate is based upon your credit qualifications. After expiration of the intro APR, your Standard APR will be <b>9.9%</b> <b>9.9% - 17.9%</b> Visa Platinum and Visa Platinum Points When you open your account, the applicable APR is based on credit qualifications. After that the APR is fixed.		
APR for Cash Advances		<b>19.90%</b> Visa Platinum and Visa Platinum Points		
Paying Interest		Your due date is 25 days after the close of each billing cycle. We will not charge you any interest on the portion of the purchases balance that you pay by the due date each month. We will begin charging interest on cash advances and balances transfers on the transaction date.		
For Credit Card Tips from the Consumer Financial Protection Bureau		To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .		
FEES				
Annual Fee	Balance Transfer Fee	Transaction Fees	Penalty Fees	Other Fees
None	None	Cash Advance Fee 3% of cash advance \$5.00 minimum No maximum	<ul style="list-style-type: none"><li>• Late Payment Fee: up to <b>\$35</b></li><li>• Return Check Fee: up to <b>\$15</b></li><li>• Card Replacement Fee: <b>\$5</b></li></ul>	Foreign Transaction Fee: Up to <b>1%</b> of the US dollar amount of the foreign transaction. International Service Assessment: <b>.8%</b> for single-currency international transactions
<b>How we will calculate your Balance:</b> We use a method called “average daily balance” (including new purchases). <b>Introductory APR will be revoked and the APR will revert to the Standard Rate of 9.9% if there are two late payments during the intro period. We reserve the right to amend the Visa Credit Card Agreement as permitted by law. The above rates and fees are current as of May 1, 2011.</b>				